Issued: September 3, 2010

Vice President, Federal Regulatory (T) 1300 | Street NW (T) Washington, DC 20005 (T) TARIFF FCC NO. 16 1st Revised Page 7-38 Cancels Original Page 7-38

Effective: September 18, 2010

#### **ACCESS SERVICE**

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications and Regulations

7.2.1 <u>Rate Categories</u>

(H) Optional Payment Plan (OPP)

(6) <u>Termination Liability</u>

When an OPP service is discontinued prior to the end of the period, termination liability charges, as set forth below, will apply based on the remainder of the OPP period in effect at the time of disconnect.

One Year OPP - 50% of any remaining portion of the first year's recurring charges.

<u>Three Year OPP</u> - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second and third years, the customer will be liable for 10% of the total monthly recurring charges in that time period.

<u>Five Year OPP</u> - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second through fifth years, the customer will be liable for 20% of the total monthly recurring charges in that time period.

(7) Termination Without Liability

During an OPP period, should the currently effective rate for a customer's service increase, the customer may, at their option, terminate the OPP arrangement without penalty or liability.

A customer may change the number of channels of an N x 56 Kbps or N x 64 Kbps service to another higher value of N (where N = 2, 4, or 6), subject to the following rate applications:

- The changes service will be subject to all appropriate nonrecurring charges.
- Termination liability charges will no apply as long as the changed service remains connected at the same point of termination(s) or meets the requirements of 7.2.1(D)(4)(B)(2).
- If the change involves establishing a multiplexing arrangement, termination liability charges will not apply if the hub wire center is the same one associated with the customer designated location.

At the end of the OPP period, the customer may continue with Fractional T1 Service on a month-to-month basis (N) as specified in the # footnote on Page 7-14.1 preceding. Termination liability is not applicable during this period of continuance.

(This page filed under Transmittal No. 1105.)

Vice President, Federal Regulatory (T) 1300 | Street NW

Washington, DC 20005 Issued: December 13, 2007 **TARIFF FCC NO. 16**2nd Revised Page 7-39
Cancels 1st Revised Page 7-39

Effective: December 28, 2007

## **ACCESS SERVICE**

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications, and Regulations (Cont'd)

(T)

## 7.2.2 Minimum Periods

The minimum service period for all services except part-time and occasional Program Audio services and High (C) Capacity DS3 services is one month. The minimum service period for part-time Program Audio Services is one (C) day even though the service will be provided only for the duration of the event specified on the order (e.g., one-half hour, two hours, five hours, etc.). The minimum period for High Capacity DS3 Service is that period requested by the customer as set forth in Section 7.2.6 (B) following.

The minimum service periods for High Capacity DS3 Services and High Capacity DS1 Services that are included in a National Discount Plan are set forth in Section 22.1.8 following.

## 7.2.3 Application of Daily and Monthly Rates

## (A) <u>Daily Rates</u>

Daily rates are recurring rates that apply to each 24 hour period or fraction thereof that a Program Audio Special (C) Access Service is provided for part-time or occasional use. For purposes of applying daily rates, the 24 hour (T) period is not limited to a calendar day.

Part-time Program Audio Service ordered on one Access Service Request and provided within a consecutive 30 (C) day period will be charged the daily rate, not to exceed an amount equal to the monthly rate. For each subsequent day or part day, a charge equal to 1/30th of the monthly rate shall apply.

## (B) Monthly Rates

Monthly rates are flat recurring rates that apply each month or fraction thereof that a Special Access Service is provided. For billing purposes, each month is considered to have 30 days.

(This page filed under Transmittal No. 883.)

Vice President, Federal Regulatory 1300 I Street NW Washington, DC 20005 Issued: December 3, 2010 TARIFF FCC NO. 16 2nd Revised Page 7-40

Cancels 1st Revised Page 7-40

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### **ACCESS SERVICE**

- 7. <u>Special Access Service</u> (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.4 Facility Hubs and Multiplexing

A customer has the option of ordering Voice Grade facilities or High Capacity facilities (i.e., DS1, DS2, DS3 or (D) DS4) to a facility hub for multiplexing to individual services of a lower capacity or bandwidth (e.g., Voice, Program (D) Audio, etc.). Additionally, the customer may specify optional features for the individual circuits derived from the facility to further tailor the circuit to meet specific communications requirements.

Some of the types of multiplexing available include the following:

- from higher to lower bit rate
- from higher to lower bandwidth
- from digital to voice frequency circuits

A hub is a Telephone Company designated wire center at which multiplexing functions are performed.

Different locations may be designated as hubs for different facility capacities, e.g., multiplexing from digital to digital may occur at one location while multiplexing from digital to analog may occur at a different location. When placing an Access Service Request the customer will specify the desired hub. The National Exchange Carrier Association Tariff FCC No. 4 identifies serving wire centers, hub locations and the type of multiplexing functions available.

When a DS3 High Capacity Service is multiplexed at a customer designated premises, such configuration is not a Telephone Company Hub for purposes of administering the terms and conditions of this tariff.

For DS3 High Capacity Service, multiplexing functions may also be performed at a customer designated premises using the DS3 Premises Multiplexer optional feature set forth in Section 7.11.4(5) following.

Vice President, Federal Regulatory (T) 1300 | Street NW | Washington, DC 20005 (T)

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### **ACCESS SERVICE**

- 7. <u>Special Access Service</u> (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.4 Facility Hubs and Multiplexing (Cont'd)

Point to point services may be provided on circuits of these facilities to a hub. The transmission performance for the point to point service provided between the customer designated premises will be that of the lower capacity or bit rate.

The Telephone Company will commence billing the monthly rate for the facility to the hub on the date specified by the customer on the Access Service Request. The customer will be billed for a High Capacity or Voice Grade Circuit Termination, Circuit Mileage, Special Access Cross Connect and the multiplexer for the service at the time the facility is installed. Individual services utilizing these facilities may be installed coincident with the installation of the facility to the hub or may be ordered and/or installed at a later date, at the option of the customer. Individual service rates (by service type) will apply for a Circuit Termination and additional Circuit Mileage (as required) for each channelized service. These will be billed to the customer as each individual service is installed.

Cascading multiplexing occurs when a high capacity circuit is de-multiplexed to provide circuits with a lesser capacity and one of the lesser capacity circuits is further demultiplexed. When cascading multiplexing is performed, whether in the same or a different hub, a charge for the additional multiplexing unit also applies. When cascading multiplexing is performed at different hubbing locations, Circuit Mileage charges also apply between the hubs.

Although not requiring multiplexing, the Telephone Company will designate certain hubs for Program Audio (C) Services. Full-time service will be provided between a customer designated premises and a hub and billed accordingly at the monthly rates set forth in 7.6.5 and 7.7.4 for a Circuit Termination, and Circuit Mileage and Optional Features and Functions as applicable. The customer may order part-time and occasional Program Audio as needed between the hub and a second customer designated premises. The rate elements required to (C) provide the part-time or occasional service (i.e., Circuit Termination, and Circuit Mileage and Optional Features as applicable) will be billed at daily rates for the duration of the service requested.

(This page filed under Transmittal No. 883.)

Vice President, Federal Regulatory 1300 | Street NW Washington, DC 20005 Issued: August 18, 2010

TARIFF FCC NO. 16

2nd Revised Page 7-42 Cancels 1st Revised Page 7-42

Effective: September 2, 2010

#### **ACCESS SERVICE**

- 7. Special Access Service (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- Shared Use Analog and Digital High Capacity Services 7.2.5

Monthly charges for a DS1 or DS3 high capacity shared used facility will be apportioned between Switched\* and Special Access based on the relative proportion of channels used for Switched and Special Access in the following manner. When the Shared Use facility is associated with a DS3 Premises Multiplexer as set forth in (N) Section 7.11.4(5) following, the Shared Use facility must be ordered as Special Access.

(N)

If the facility is ordered as Special Access, rating as Special Access will continue until such time as a portion of the available capacity is used to provide Switched Access Service\*. As individual channels are activated for Switched Access, monthly charges will be apportioned between Switched and Special Access based on the number of channels used for Switched Access and the number of remaining channels on the Special Access facility according to the following formula: 1) the total shared use charge is equal to the Monthly Switched Access Charge times the number of channels used for Switched Access divided by 24 for DS1 or 672 for DS3 plus the monthly Special Access Charge times the number of channels remaining for Special Access divided by 24 for DS1 or 672 for DS3.

If the facility is ordered as Switched Access, rating as Switched Access\* will continue until such time as a portion of the available capacity is used to provide Special Access service. As individual channels are activated for Special Access, monthly charges will be apportioned between Switched and Special Access based on the number of channels used for Special Access and the number of remaining channels on the Switched Access Facility according to the following formula: 1) the total shared use charge is equal to the Monthly Special Access Charge times the number of channels used for Special Access divided by 24 for DS1 or 672 for DS3 plus the monthly Switched Access Charge times the number of channels remaining for Switched Access divided by 24 for DS1 or 672 for DS3.

The monthly switched and special access rate used will be the appropriate rate (Special Access Circuit Termination, Circuit Mileage-Fixed and Per Mile\*, and/or Multiplexer rates, and Switched Access Entrance Facility, Direct-Trunked Transport and/or Multiplexer rates) for the underlying shared use facility, e.g., if the underlying facility is a special access DS3 service, the corresponding Switched Access DS3 Transport will be used to determine the Switched Access monthly charges.

In the case of a National Discount Plan, the discounts as set forth in Section 22.1.5 following must be applied to the Special Access DS3 Service or Special Access DS1 Service, as applicable, before the monthly charges are apportioned between Switched and Special Access based on the number of channels used for Special Access and the number of remaining channels on the Switched Access Facility according to the formula above.

Shared Use Analog and Digital High Capacity Services, are not available for arrangements between service areas listed under 7.1.10.

(This page filed under Transmittal No. 1103.)

Vice President, Federal Regulatory 1300 I Street NW Washington, DC 20005 Issued: May 25, 2007 TARIFF FCC NO. 16 3rd Revised Page 7-43 Cancels 2nd Revised Page 7-43

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#### **ACCESS SERVICE**

7	Special /	Access	Service	(Cont'd)
1.	Opecial A	<u> </u>	0011100	(00,11,0)

# 7.2 Rate Categories, Applications, and Regulations (Cont'd)

## 7.2.6 DS3 High Capacity\*

(A) A DS3 (44.736Mbps) High Capacity Circuit Termination may be ordered as an Individual, 3-System or 12-System. A Circuit Termination may be ordered with an electrical or optical interface.

DS3 Circuit Terminations are non-distance sensitive and are provided on a protected basis.

## Individual System

An Individual System is a single DS3 between a CDL and the serving wire center. The appropriate NRC is applied per Circuit Termination.

Circuit Mileage rate elements are applied per Circuit Termination when mileage between offices is required. In instances when a Circuit Termination is ordered to a second CDL in conjunction with an Individual System Circuit Termination and Circuit Mileage between offices is required Circuit Mileage rate elements are applied per circuit.

Banded Circuit Mileage rate elements are applied to certain DS3 Services that are provided under a National (N) Discount Plan as specified in Section 22.1.6 following.

### 3-System

The 3-System allows the same customer, between the same CDL and the serving wire center, to order additional DS3 Circuit Terminations, up to a maximum of two. Additional Circuit Terminations may only be added with the same interface, electrical or optical, as the First System. The appropriate NRC is applied per Circuit Termination.

Circuit Mileage rate elements are applied per Circuit Termination when mileage between offices is required. In instances when a Circuit Termination is ordered to a second CDL in conjunction with a 3-System Circuit Termination and Circuit Mileage between offices is required Circuit Mileage rate elements are applied per circuit.

Banded Circuit Mileage rate elements are applied to certain DS3 Services that are provided under a National (N) Discount Plan as specified in Section 22.1.6 following.

Material previously shown on this page now appears on Page 7-44.

 DS3 High Capacity service may be provided between service areas shown under 7.1.10, where facilities and conditions permit.

(This page filed under Transmittal No. 811.)

Vice President, Federal Regulatory 1300 | Street NW

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Effective: June 12, 2009

#### **ACCESS SERVICE**

- 7. Special Access Service (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.6 DS3 High Capacity (Cont'd)
- (A) (Cont'd)

#### 12-System

The 12-System allows the same customer, between the same CDL and the serving wire center, to order additional DS3 Circuit Terminations, with a maximum of eleven. Additional Circuit Terminations may only be added with the same interface, electrical or optical, as the First System. The appropriate NRC is applied per Circuit Termination.

Circuit Mileage rate elements are applied per Circuit Termination when mileage between offices is required. In instances when a Circuit Termination is ordered to a second CDL in conjunction with a 12-System Circuit Termination and Circuit Mileage between offices is required Circuit Mileage rate elements are applied per circuit in accordance with Section 7.2.1(B).

Banded Circuit Mileage rate elements are applied to certain DS3 Services that are provided under a National Discount Plan as specified in Section 22.1.6 following

## (B) <u>Minimum Service Periods</u>

(T)

DS3 service is offered under four minimum service periods, each with different rate levels. The minimum service periods are 1, 3, 5 and 7 years. The customer must specify the minimum service period at the time the service is ordered. Each DS3 service within a three/twelve capacity system can have a different minimum service period. Each DS3 Circuit Termination of a two-point DS3 service must have the same minimum service period.

The minimum service periods for Special Access DS3 Service and Special Access DS1 Service that are included in a National Discount Plan are set forth in Section 22.1.8 following

The customer may select a longer minimum service period at any time, without penalty or application of nonrecurring charges, to obtain the lower recurring rates associated with a longer minimum service period. When the customer selects this option, the customer will receive full credit for the amount of time the service was provided under the shorter minimum service period. For example, if a customer, who initially ordered DS3 service under a one-year minimum service period, after six months decides to select the three year minimum service period, the customer will have a remaining obligation period of 30 months. The new recurring charges will apply subsequent to the effective date of the new minimum service period.

## (C) <u>Expiration of Service Periods</u>

At the expiration of a service commitment period, the customer may select a new DS3 commitment period. If the customer does not select a new minimum service period within 60 days from the expiration date, billing will remain at the current service period and a new DS3 service period will begin based on the previously effective service period. All terms and conditions, including subsequent Termination Liabilities will apply to the new DS3 Period.

Issued: November 17, 2010

Vice President, Federal Regulatory (S)(x) 1300 I Street NW (S)(x) Washington, DC 20005 (S)(x) TARIFF FCC NO. 16 3rd Revised Page 7-45 Cancels 2nd Revised Page 7-45

Effective: December 2, 2010

#### **ACCESS SERVICE**

# 7. Special Access Service (Cont'd)

## 7.2 Rate Categories, Applications, and Regulations (Cont'd)

### 7.2.6 DS3 High Capacity (Cont'd)

## (C) Expiration of Service Periods (Cont'd)

Customers with expired service periods for the Individual System, Three System and Unlimited System DS3s, prior to the effective date of this tariff offering will have up to 180 days to select a new commitment service period. If the customer does not select a new service period within 180 days of the effective date of this tariff, billing will remain at the current service period and a new DS3 minimum service period will begin based on the last service period. The beginning date of the new service period will be the date immediately following the expiration date of the expired service period.

(S)(x)

## (D) <u>Discontinuance Without Liability - DS3 Minimum Service Period</u>

Rates for DS3 service may vary during the minimum service period; however, should the recurring charges for a customer's DS3 service increase, in aggregate, by more than 10% from the original recurring charges during the minimum service period, the customer may, at their option, terminate the DS3 service without penalty or liability.

The customer may cancel the minimum service period of a DS3 Service that is provided under this Section 7.2.6 in order to subscribe such DS3 Service to the NDP as set forth in Section 22 following.

The customer may cancel the minimum service period of a DS3 Service that is provided under this Section 7.2.6 (N) in order to replace the DS3 Service with a Replacing Service pursuant to the Technology Migration regulations set forth in Section 2.9 preceding.

# (E) <u>Discontinuance With Liability - DS3 Minimum Service Period</u>

When a DS3 service is discontinued prior to the end of the minimum service period, the customer will be liable for a percentage of the total monthly charges for the remaining portion of the minimum service period. This charge will be based on the rates in effect at the time of disconnect. The customer's total liability is dependant upon the number of months remaining within the year that the service is discontinued times the liability rate for that year plus the total monthly charges for each annual period remaining in the minimum service period times the applicable liability rate. The liability rates for each year of the minimum service period are as follows:

Year In Which Service Is Discontinued	Liability <u>Rate</u>
1	45%
2	30%
3	25%
4	20%
5	15%
6	10%
7	5%

For example, if a customer with a seven year minimum service period discontinues DS3 service after six months within the 4th year, the customer will be liable for 20% of the total monthly charges for six months, 15% of the total monthly charges for the 5th year, 10% of the total monthly charges for the 6th year and 5% of the total monthly charges for the 7th year.

(x) Reissued material originally filed under Transmittal No. 1118 on November 15, 2010, and scheduled to become effective November 30, 2010.

(This page filed under Transmittal No. 1119.)

Vice President, Federal Regulatory 1300 I Street NW Washington, DC 20005 Issued: July 2, 2012 TARIFF FCC NO. 16

4th Revised Page 7-46 Cancels 3rd Revised Page 7-46

Effective: July 17, 2012

### **ACCESS SERVICE**

7. Special Access Service (Cont'd)

7.2 Rate Categories, Applications, and Regulations (Cont'd)

7.2.6 DS3 High Capacity (Cont'd)

(F) (Reserved for Future Use)

(C)

(D)

(D)

## (G) <u>Upgrades</u>

(1) Upgrade to a Larger Capacity System

At the customer's option, upgrades from a smaller capacity system to a larger capacity system will be allowed. All appropriate NRCs for the larger capacity system will apply. Credit will not be given for any number of months the original system was maintained. A new minimum service period will be required for the larger capacity system.

(2) Technology Migration

A customer subscribing to DS3 High Capacity Service under a minimum service period may disconnect such DS3 High Capacity Service in order to replace it with a Replacing Service pursuant to the Technology Migration regulations set forth in Section 2.9 preceding.

(This page filed under Transmittal No. 1194.)

Director-Tariffs 600 Hidden Ridge Irving, Texas 75038 Issued: April 16, 2001 TARIFF FCC NO. 16 Original Page 7-47

Effective: May 1, 2001

#### **ACCESS SERVICE**

- 7. Special Access Service (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.6 DS3 High Capacity (Cont'd)
- (H) <u>Downgrade to a Smaller Capacity System</u>

Downgrades from a larger capacity system to a smaller capacity system will not be allowed without the full assessment of the liabilities described in (E) preceding for the original larger system, plus the full application of all charges for the smaller system. Credit will not be given for any number of months the original system was maintained. A new minimum service period will be required for the smaller capacity system.

(I) <u>Service Disconnect</u>

When a customer requests the disconnect of a DS3 service in the three/twelve capacity system, the disconnect steps are applied on a last in, first out basis. When only the First DS3 service exists on a three/twelve capacity system, that service will be disconnected.

(J) <u>Conversion to Tariff - ICB DS3 Service</u>

All Individual Case Basis (ICB) DS3 service arrangements will be converted to general tariff rates no later than one year from the effective date of this filing.

When an ICB DS3 customer paid a higher Nonrecurring Charge (NRC) for installation and a lower Monthly Recurring Charge (MRC) for DS3 service than is applicable under the general DS3 tariff offering, a credit will be made to the customer's account, less any benefit received for the lower MRC, for the excess amount. The credit will be calculated and the customer will be informed of the amount within 30 days after the customer either converts to general DS3 tariff service or terminates the ICB DS3 service. The credit amount will be applied to the customer's bill as a lump sum. The credit amount will be calculated as follows:

NRC Credit = (ICB NRC) - (Effective Tariff NRC) - (MRC Benefit)

Director-Tariffs 600 Hidden Ridge Irving, Texas 75038 Issued: April 16, 2001 TARIFF FCC NO. 16 Original Page 7-48

Effective: May 1, 2001

## **ACCESS SERVICE**

- 7. <u>Special Access Service</u> (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.6 <u>DS3 High Capacity</u> (Cont'd)
- (J) <u>Conversion to Tariff ICB DS3 Service</u> (Cont'd)

The MRC benefit is equal to the present worth of the difference between the current MRC and the ICB MRC, discounted at one percent per month in service. In no event will the MRC benefit be less than zero. This calculation is shown below:

MRC Benefit = (Current MRC - ICB MRC) 
$$\times \underbrace{(1+i)^n - 1}_{i \times (1+i)^n}$$

n = Number of months in service

i = Monthly interest rate expressed as a decimal (.01)

For purposes of determining the current general DS3 NRC amount, the ICB service will be matched to the general DS3 offering based on capacity size (1, 3 or 12), and the rate plan term (1, 3, 5 or 7) closest to the ICB's Maximum Termination Liability (MTL) period. For example, if an ICB DS3 was provided at the customer's request on a three capacity DS3 system with a ten year MTL, then the ICB NRC would be compared to the current rate for a three capacity system with a seven year rate plan.

(This page filed under Transmittal No. 26.)

Vice President, Federal Regulatory 1300 I Street NW Washington, DC 20005 Issued: May 25, 2007 TARIFF FCC NO. 16

2nd Revised Page 7-49 Cancels 1st Revised Page 7-49

Effective: June 9, 2007

## **ACCESS SERVICE**

7. Special Access Service (Cont'd) 7.2 Rate Categories, Applications, and Regulations (Cont'd) MetroLAN Circuit Mileage 7.2.7 (A) **Description** MetroLAN Circuit Mileage provides DS1 facilities between two or more serving wire centers located on a Telephone Company fiber optic ring. MetroLAN Circuit Mileage is provided at a flat-rate per month charge per DS1 facility, per LAN traversed regardless of the number of miles the circuit is routed on the fiber ring. MetroLAN (N) Circuit Mileage is not a Qualifying Service or Discounted Rate Element under the National Discount Plan as set forth in Section 22 following. (N) (B) Conversion of Existing DS1 Circuit Mileage

Current DS1 Circuit Mileage can be replaced by MetroLAN. Customers must submit an ASR to convert existing DS1 Circuit Mileage to MetroLAN.

## (C) <u>Discontinuance of Service</u>

If a DS1 Circuit Termination is discontinued, the MetroLAN portion of the circuit will also be discontinued.

MetroLAN Circuit Mileage may be converted to standard special access Circuit Mileage rates (i.e., per airline mile) at any time at no charge.

## (D) <u>Continuation of Service Off the Ring</u>

MetroLAN DS1 circuits can be routed any distance on a fiber optic ring. When the DS1 circuit leaves the ring for continuation on the network, normal tariff rates will be assessed for the portion of the route not on the ring.

## (E) Service Availability

MetroLAN DS1 Circuit Mileage is available to all DS1 customers in the Telephone Company serving areas in which fiber optic rings are deployed. The wire centers in which MetroLAN is available are identified in NECA Tariff FCC No. 4. MetroLAN is provided between serving wire centers located on the same fiber optic ring within the following Telephone Company metropolitan serving areas:

<u>Jurisdiction</u>	Metropolitan Serving Area
Virginia	Dale City/Mannassas

(This page filed under Transmittal No. 811.)

Vice President, Federal Regulatory 1300 I Street NW

Washington, DC 20005 Issued: March 25, 2013 TARIFF FCC NO. 16 Original Page 7-49.1

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#### **ACCESS SERVICE**

- 7. <u>Special Access Service</u> (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.8 Optional National SLA Plan for Qualifying Services

(N)# I I

The Optional National Service Level Agreement Plan for Qualifying Services (**Optional National SLA Plan**) is available, at the option of the customer, in lieu of certain Basic SLAs. The Optional National SLA Plan specifies performance criteria against which actual performance for Qualifying Services will be compared. The Optional National SLA Plan provides a customer with credit in the event the Telephone Company does not meet the defined performance criteria.

- (A) General
  - (1) The Optional National SLA Plan is available at the customer's option. The customer must subscribe to the Optional National SLA Plan in accordance with (B) following.
  - During the period that a customer participates in the Optional National SLA Plan, the customer will not be eligible to receive credits for Qualifying Services (as defined in (A)(4) following) under Sections 2.7.1.1(B)(4) or (5) preceding, Credit Allowance for Service Interruption, or Section 2.7.1.2(A) preceding, Performance Commitment Program-Provisioning.
  - (3) The Optional National SLA Plan includes the following:
    - (a) On Time Provisioning, as set forth in (C) following, and
    - (b) Due Date Timeliness, as set forth in (D) following, and
    - (c) Restoration of Service Timeliness, as set forth in (E) following.

Vice President, Federal Regulatory 1300 | Street NW Washington, DC 20005

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TARIFF FCC NO. 16 Original Page 7-49.2

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#### **ACCESS SERVICE**

- 7. Special Access Service (Cont'd) 7.2 Rate Categories, Applications, and Regulations (Cont'd) 7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd) (N)# (A) General (Cont'd) (4) The Optional National SLA Plan applies to the following services ("Qualifying Services"): DS1 (a) High Capacity DS1 Service (excluding the portion of a Special Access High Capacity DS1 Service that is derived at a customer designated premises using a DS3 Premises Multiplexer), as set forth in Section 7.11) following. DS3 (b) High Capacity DS3 Service, as set forth in Section 7.11 following. (5) A Qualifying Service will be included in the Optional National SLA Plan only if it includes one or more of the following rate elements: Circuit Termination (as described in Section 7.2.1(A) preceding), or Circuit Mileage (as described in Section 7.2.1(B) preceding). The Optional National SLA Plan applies to all of the customer's individual Qualifying Services that are eligible for (6) inclusion in the Optional National SLA Plan. The customer may not exclude from the Optional National SLA Plan any of the customer's individual Qualifying Services that are eligible for inclusion in the Optional National SLA Plan.
  - (7) Credits under the Optional National SLA Plan shall apply only to Qualifying Services included in the Optional National SLA Plan.

Vice President, Federal Regulatory 1300 I Street NW

Washington, DC 20005 Issued: March 25, 2013

TARIFF FCC NO. 16 Original Page 7-49.3

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## **ACCESS SERVICE**

7.	Special Access Service (Cont'd)			
7.2	Rate Categories, Applications, and Regulations (Cont'd)			
7.2.8	Optional National SLA Plan for Qualifying Services (Cont'd)	(N)#		
(A)	General (Cont'd)			
(8)	Threshold Measurements			
(a)	Threshold measurements for a customer for the "DS1" Service Category under (C)(3), (D) and (E)(3) following will include the "DS1" Qualifying Services measured under the Optional National SLA Plans for Qualifying Services set forth in this Section 7.2.8 and the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7.4.20, Tariff F.C.C. No. 11, Section 7.4.12, and Tariff F.C.C. No. 14, Section 5.6.20, for the customer and the entities that control, are controlled by, or are under common control with, the customer.		(x) (x)	
(b)	Threshold measurements for a customer for the "DS3" Service Category under (C)(3), (D) and (E)(3) following will include the "DS3" Qualifying Services measured under the Optional National SLA Plans for Qualifying Services set forth in this Section 7.2.8 and the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7.4.20, Tariff F.C.C. No. 11, Section 7.4.12 and Tariff F.C.C. No. 14, Section 5.6.20, for the customer and the entities that control, are controlled by, or are under common control with, the customer.		(x) (x)	
(9)	Except as provided in Section 7.2.8(E)(4), the Optional National SLA Plan measurement period will be based on a calendar month.	 (N)#	   #	

# Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

(x) Issued under authority of Special Permission No. 13-003 of the Federal Communications Commission.

Vice President, Federal Regulatory 1300 I Street NW Washington, DC 20005 Issued: March 25, 2013 TARIFF FCC NO. 16 Original Page 7-49.4

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#### **ACCESS SERVICE**

- 7. Special Access Service (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(N)#

- (A) General (Cont'd)
- (10) For any calendar month, the combined total of all credits applied for an individual Qualifying Service pursuant to this tariff may not exceed the total nonrecurring installation charges (described in Section 7.2.1(D) preceding) billed to the customer for that individual Qualifying Service for that calendar month plus one month of the monthly recurring charges (described in Section 7.2.3(B) preceding) billed to the customer for that individual Qualifying Service for that calendar month, except to the extent that the credits due to the customer under Section 7.2.8(E)(3) or Section 7.2.8(E)(4) exceed the total nonrecurring installation charges billed to the customer for that individual Qualifying Service for that calendar month plus one month of the monthly recurring charges billed to the customer for that individual Qualifying Service for that calendar month. Examples of the application of this rule follow:

Example 1: If the total nonrecurring installation charges billed to a customer for an individual Qualifying Service for a calendar month are \$1.00, one month of the monthly recurring charges billed to the customer for that individual Qualifying Service for that calendar month are \$118.20, and for that calendar month for that individual Qualifying Service the customer potentially is eligible for credits of \$1.00 under Section 7.2.8(C)(2), \$59.10 under Section 7.2.8(C)(3), and \$88.65 under Section 7.2.8(D) (i.e., potential total credits of \$148.75), the credits that will be provided to the customer will be limited to \$119.20 (the sum of the total nonrecurring installation charges billed to the customer for the individual Qualifying Service for that calendar month (\$1.00) plus one month of the monthly recurring charges billed to the customer for that individual Qualifying Service for that calendar month (\$1.00) (\$1.00 + \$118.20 = \$119.20)).

<u>Example 2</u>: If the total nonrecurring installation charges billed to a customer for an individual DS1 Qualifying Service for a calendar month are \$1.00, one month of the monthly recurring charges billed to the customer for that individual DS1 Qualifying Service for that calendar month are \$118.20, and for that calendar month for that

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#### **ACCESS SERVICE**

- 7. Special Access Service (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(N)#

- (A) General (Cont'd)
  - (10) (Cont'd)

Example 2: (Cont'd)

individual DS1 Qualifying Service the customer potentially is eligible for credits of \$1.00 under Section 7.2.8(C)(2), \$59.10 under Section 7.2.8(C)(3), and \$118.20 under Section 7.2.8(E)(2)\* (i.e., potential total credits of \$178.30), the credits that will be provided to the customer will be limited to \$119.20 (the sum of the total nonrecurring installation charges billed to the customer for the individual Qualifying Service for that calendar month (\$1.00) plus one month of the monthly recurring charges billed to the customer for that individual Qualifying Service for that calendar month (\$118.20) (\$1.00 + \$118.20 = \$119.20)).

Example 3: If the total nonrecurring installation charges billed to a customer for an individual Qualifying Service for a calendar month are \$1.00, one month of the monthly recurring charges billed to the customer for that individual Qualifying Service for that calendar month are \$118.20, and for that calendar month for that individual Qualifying Service the customer potentially is eligible for credits of \$1.00 under Section 7.2.8(C)(2), \$59.10 under Section 7.2.8(C)(3), and \$250.00 under Section 7.2.8(E)(3) (i.e., potential total credits of \$310.10), the credits that will be provided to the customer will be limited to \$250.00 (the sum of the total nonrecurring installation charges billed to the customer for the individual Qualifying Service for that calendar month (\$1.00) plus one month of the monthly recurring charges billed to the customer for that individual Qualifying Service for that calendar month (\$118.20) (\$1.00 + \$118.20 = \$119.20), except to the extent that the credits due to the customer for that individual Qualifying Service for that calendar month of the monthly recurring charges billed to the customer for that individual Qualifying Service for that calendar month (\$1.00) plus one month of the monthly recurring charges billed to the customer for that individual Qualifying Service for that calendar month (\$1.8.20) (\$1.00 + \$118.20 = \$119.20)).

(N)#

# Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

<sup>\*</sup> Under Section 7.2.8(E)(2), there is a potential credit for an individual DS1 Qualifying Service of \$160.00. However, in accordance with Section 7.2.8(E)(2)(c), the credit that actually will be provided will not exceed one month of the monthly recurring charges billed to the customer for the individual DS1 Qualifying Service for the applicable calendar month, in this example \$118.20.

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#### **ACCESS SERVICE**

- 7. Special Access Service (Cont'd)
- 7.2 <u>Rate Categories, Applications, and Regulations</u> (Cont'd)
- 7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(N)#

- (A) General (Cont'd)
- The charges for an individual Qualifying Service used to determine the credits due to the customer under this Section 7.2.8 (e.g., non-recurring installation charges and monthly recurring charges) shall be the charges for that individual Qualifying Service billed by the Telephone Company to the customer, as reduced by any discounts or credits applicable to or based upon such charges. This rule applies to both the determination of the credit (e.g., under Section 7.2.8(C) or Section 7.2.8(D)) and limitations on the amount of the credit (e.g., under Section 7.2.8(A)(10) or Section 7.2.8(E)(2)(c)). Examples of the application of this rule follow:

Example 1: If under a discount plan the customer is eligible for a bottom of the bill credit equal to five percent (5%) of all DS1 Special Access Service charges billed by the Telephone Company to the customer on a bill, and under Section 7.2.8(C)(3) the customer is eligible for a 100% credit of the monthly recurring charges, \$118.20, billed by the Telephone Company to the customer for an individual DS1 Qualifying Service for May 2013, the amount of the credit due to the customer for the individual DS1 Qualifying Service for May 2013 will be \$112.29 ( $$118.20 - $118.20 \times .05$ ) = \$112.29).

Example 2: If under a discount plan on July 1, 2013, the customer becomes eligible for a credit equal to five percent (5%) of all DS1 Special Access Service charges billed by the Telephone Company to the customer during the six month period from January through June 2013, and under Section 7.2.8(C)(3) the customer received a 100% credit of the monthly recurring charges, \$118.20, billed by the Telephone Company to the customer for an individual DS1 Qualifying Service for the month of May 2013, the amount of the credit due to the customer for that individual DS1 Qualifying Service for May 2013 will be retroactively reduced and adjusted to \$112.29 (\$118.20 – [\$118.20 x .05] = \$112.29).

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#### **ACCESS SERVICE**

- 7. <u>Special Access Service</u> (Cont'd)
- 7.2 <u>Rate Categories, Applications, and Regulations</u> (Cont'd)
- 7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(A) General (Cont'd)

(11) (Cont'd)

Example 3: If the total nonrecurring installation charges billed to a customer for an individual DS1 Qualifying Service for May 2013 are \$1.00, one month of the monthly recurring charges billed to the customer for that individual DS1 Qualifying Service for May 2013 are \$118.20, and for May 2013 for that individual DS1 Qualifying Service the customer potentially is eligible for credits of \$1.00 under Section 7.2.8(C)(2), \$59.10 under Section 7.2.8(C)(3), and \$88.65 under Section 7.2.8(D) (i.e., potential total credits of \$148.75), under Section 7.2.8(A)(10) the credits that initially will be provided to the customer will be limited to \$119.20 (the sum of the total nonrecurring installation charges billed to the customer for the individual DS1 Qualifying Service for May 2013 (\$1.00) plus one month of the monthly recurring charges billed to the customer for that individual DS1 Qualifying Service for May 2013 (\$118.20) (\$1.00 + \$118.20 = \$119.20)). However, if under a discount plan on July 1, 2013 the customer becomes eligible for a credit equal to five percent (5%) of all DS1 Special Access Service charges billed by the Telephone Company to the customer during the six month period from January through June 2013, the maximum amount of the credit due to the customer for the individual DS1 Qualifying Service for May 2013 allowed by Section 7.2.8(A)(10) will be retroactively reduced and adjusted to \$113.24 (\$119.20 – [\$119.20 x .05] = \$113.24).

(N)#

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#### **ACCESS SERVICE**

- 7. Special Access Service (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

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- (B) Subscription and Term of the Optional National SLA Plan
- (1) To participate in the Optional National SLA Plan, the customer must submit a subscription, in writing, to the Telephone Company during the open subscription period identified in (B)(5) following. The subscription shall include information needed by the Telephone Company to identify the customer and the Qualifying Services (including, for example, an Access Customer Name Abbreviation (ACNA) for the customer or a list of all Billing Account Numbers (BANs) and circuit IDs for Qualifying Services). If an ACNA for the customer is not provided in the initial subscription, the customer must provide the Telephone Company with information for each new Qualifying Service ordered subsequent to the initial subscription to the Optional National SLA Plan.
- In order for a customer to subscribe to the Optional National SLA Plan under this tariff, the customer also must subscribe to the Optional National SLA Plans for Qualifying Services set forth in the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7.4.20, Tariff F.C.C. No. 11, Section 7.4.12, and Tariff F.C.C. No. 14, Section 5.6.20, to the extent the customer at any time while this Optional National SLA Plan is in effect subscribes to services that are eligible for inclusion in such other Optional National SLA Plans.
- In order for a customer to subscribe to the Optional National SLA Plan under this tariff, all of the entities that control, are controlled by, or are under common control with, the customer also must subscribe to the Optional National SLA Plans for Qualifying Services set forth in the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7.4.20, Tariff F.C.C. No. 11, Section 7.4.12, Tariff F.C.C. No. 14, Section 5.6.20, and Tariff F.C.C. No. 16, Section 7.2.8, to the extent that the entities that control, are controlled by, or are under common control with, the customer at any time while this Optional National SLA Plan is in effect subscribe to services that are eligible for inclusion in such Optional National SLA Plans.
- (4) As a condition for participation in the Optional National SLA Plan, the customer and each of the entities that control, are controlled by, or are under common control with, the customer must maintain a minimum of 80% electronic transactions per calendar month (80% of the combined total order and repair activity measured under the measurements in (C), (D) and (E) following). A failure by the customer or any of the entities that control, are controlled by, or are under common control with, the customer to maintain this minimum electronic transaction level for three (3) consecutive calendar months will result in termination of the subscriptions to the Optional National SLA Plan of the customer and the entities that control, are controlled by, or are under common control

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### **ACCESS SERVICE**

- 7. <u>Special Access Service</u> (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(B) Subscription and Term of the Optional National SLA Plan (Cont'd)

(4) (Cont'd)

with, the customer, except when the failure is due to the unavailability of Telephone Company systems for electronic submission of ordering and repair transactions. The Telephone Company will provide the customer and the entities that control, are controlled by, or are under common control with, the customer written notice of such termination. Such termination shall be effective at 11:59 p.m. on the last day of the calendar month following the calendar month in which the Telephone Company provided the notice of termination. Following such termination, the customer may not resubscribe to the Optional National SLA Plan and the entities that control, are controlled by, or are under common control with, the customer may not subscribe or resubscribe to the Optional National SLA Plan.

The open subscription period for the Optional National SLA Plan is as follows: from April 19, 2013, through (5) August 31, 2014. Within thirty (30) days after the Telephone Company receives the written subscription requests from the customer and the entities that control, are controlled by, or are under common control with, the customer, the Telephone Company will provide written notice to the customer and the entities that control, are controlled by, or are under common control with, the customer as to whether their written subscription requests have been accepted by the Telephone Company. The Optional National SLA Plan will become effective for a customer and the entities that control, are controlled by, or are under common control with, the customer on a date agreed to by the customer, the entities that control, are controlled by, or are under common control with, the customer, and the Telephone Company that is within sixty (60) days following written notice by the Telephone Company to the customer and the entities that control, are controlled by, or are under common control with, the customer that the Telephone Company has accepted the written subscription requests of the customer and the entities that control, are controlled by, or are under common control with, the customer (provided that the Optional National SLA Plan shall not become effective for a customer or any of the entities that control, are controlled by, or are under common control with, the customer prior to May 1, 2013. A subscription will become effective on the first day of a calendar month and will apply to the calendar month in which it becomes effective and to each calendar month thereafter through December 2014, unless cancelled sooner in accordance with this Tariff. The Optional National SLA Plan will end on December 31, 2014, unless cancelled sooner by the Telephone Company. The Telephone Company will not perform any measurements under the Optional National SLA Plan for months after December 2014. Neither the customer nor any of the entities that control, are controlled by, or are under common control with, the customer will receive any credits under the Optional National SLA Plan for months after December 2014.

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### **ACCESS SERVICE**

- 7. <u>Special Access Service</u> (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(B) Subscription and Term of the Optional National SLA Plan (Cont'd)

(6) A customer may terminate its subscription for the Optional National SLA Plan by providing written notice of termination to the Telephone Company. If the customer's notice of termination is received by the Telephone Company on or before the 20th day of a calendar month, the termination shall be effective at 11:59 p.m. on the last day of the calendar month in which such notice of termination is received by the Telephone Company. For instance, if the Telephone Company receives the notice of termination on October 19th, the termination will be effective at 11:59 p.m. on October 31st. If the customer's notice of termination is received by the Telephone Company after the 20th day of a calendar month, the termination will be effective at 11:59 p.m. on the last day of the calendar month following the calendar month in which the Telephone Company receives the notice of termination. For instance, if the Telephone Company receives the notice of termination on October 27th, the termination will be effective at 11:59 p.m. on November 30th. If a customer elects to terminate its subscription for the Optional National SLA Plan, the customer must also terminate its subscription to the Optional National SLA Plans for Qualifying Services under the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7.4.20, Tariff F.C.C. No. 11, Section 7.4.12, and Tariff F.C.C. No. 14, Section 5.6.20. The customer's notice of termination of its subscription under any of the Optional National SLA Plans for Qualifying Services under this tariff or the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7.4.20, Tariff F.C.C. No. 11, Section 7.4.12, and Tariff F.C.C. No. 14, Section 5.6.20, shall be deemed to be notice of the customer's termination of its subscription under all of these plans. The customer's notice of termination of its subscription under any of the Optional National SLA Plans for Qualifying Services under this tariff or the Verizon Telephone Companies Tariff F.C.C. No. 1, Section 7.4.20, Tariff F.C.C. No. 11, Section 7.4.12, and Tariff F.C.C. No. 14, Section 5.6.20, also shall be deemed to be notice by the entities that control, are controlled by, or are under common control with, the customer of their termination of their subscriptions under all of these plans. If a customer terminates its subscription to the Optional National SLA Plan. following such termination, the customer may not resubscribe to the Optional National SLA Plan and the entities that control, are controlled by, or are under common control with, the customer may not subscribe or resubscribe to the Optional National SLA Plan.

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# Provisions expire December 31, 2014, unless sooner cancelled or changed.

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### **ACCESS SERVICE**

- 7. Special Access Service (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(N)#

- (C) On Time Provisioning
- On Time Provisioning is defined as the Telephone Company providing an individual Qualifying Service to the customer no later than the confirmed Service Date (Due Date) (as defined in Section 2.6 preceding) provided by the Telephone Company to the customer. The Due Date is provided to the customer after the order has been verified for order accuracy, completion of ordering and design related forms and documents (including, by way of example, network design, configuration, and data gathering form(s), and ASRs), and, where the Telephone Company verifies availability of required facilities and components prior to provision of the Due Date to the customer, availability of required facilities and components.
- Subject to Section 7.2.8(F) following, failure to meet the Due Date for installation of an individual Qualifying Service due to Telephone Company reasons will result in a one-time credit equal to the applicable nonrecurring installation charges (described in Section 7.2.1(D) preceding) billed to the customer for that individual Qualifying Service.
- (3)(a) This Section 7.2.8(C)(3) shall apply for a given calendar month, for an eligible Service Category (DS1, DS3) only if the following conditions are met for that calendar month, for that eligible Service Category:

<u>DS1 Service Category</u>: there are one (1) or more individual Qualifying Services measured under this Section 7.2.8(C)(3) for the customer for the given calendar month.

<u>DS3 Service Category</u>: there are one (1) or more individual Qualifying Services measured under this Section 7.2.8(C)(3) for the customer for the given calendar month.

(b) For each calendar month, for each eligible Service Category (DS1, DS3), the Telephone Company will determine the percentage of all of the Qualifying Services of the customer and the entities that control, are controlled by, or are under common control with, the customer, that were installed no later than the Due Date.

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## **ACCESS SERVICE**

7.	Special Access Service (Cont'd)	
7.2	Rate Categories, Applications, and Regulations (Cont'd)	
7.2.8	Optional National SLA Plan for Qualifying Services (Cont'd)	(N)#
(C)	On Time Provisioning (Cont'd)	
(3)	(Cont'd)	
(c)	The thresholds for On Time Provisioning in a calendar month are:	
	Service Category         Threshold           DS1         95.00%           DS3         95.00%	
	The Telephone Company will not round up to reach the threshold.	
(d)	Subject to Section 7.2.8(F) following, if the On Time Provisioning performance for a Service Category (DS1 or DS3) for a calendar month is less than the threshold for that Service Category, then the following one-time credit will apply for each individual Qualifying Service measured under that Service Category for which the installation date for the individual Qualifying Service was after the Due Date for that individual Qualifying Service due to Telephone Company reasons. Such one-time credit will be based upon the number of calendar days (excluding Saturdays, Sundays, and holidays observed by the Telephone Company)* by which the Telephone Company missed the Due Date and shall not exceed \$2,500.00:	(N)#

<sup>\*</sup> The phrase "calendar days (excluding Saturdays, Sundays, and holidays observed by the Telephone (N)# Company)" is used in this Section 7.2.8(C)(3) for determining the credits due under this Section 7.2.8(C)(3). (N)#

<sup>#</sup> Provisions expire December 31, 2014, unless sooner cancelled or changed.

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(N)#

## **ACCESS SERVICE**

- 7. <u>Special Access Service</u> (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)
- (C) On Time Provisioning (Cont'd)
- (3) (Cont'd)
- (d) (Cont'd)

Qualifying Service	# Days Missed	Credit
DS1 or DS3	1-5 calendar days (excluding Saturdays, Sundays, and holidays observed by the Telephone Company)*	25% of one month of the MRC(s)** billed to the customer for the individual Qualifying Service that was installed after the Due Date for that individual Qualifying Service; provided that the credit shall not exceed \$2,500.00
DS1 or DS3	6-20 calendar days (excluding Saturdays, Sundays, and holidays observed by the Telephone Company)*	50% of one month of the MRC(s)** billed to the customer for the individual Qualifying Service that was installed after the Due Date for that individual Qualifying Service; provided that the credit shall not exceed \$2,500.00
DS1 or DS3	Over 20 calendar days (excluding Saturdays, Sundays, and holidays observed by the Telephone Company)*	100% of one month of the MRC(s)** billed to the customer for the individual Qualifying Service that was installed after the Due Date for that individual Qualifying Service; provided that the credit shall not exceed \$2,500.00

<sup>\*</sup> The phrase "calendar days (excluding Saturdays, Sundays, and holidays observed by the Telephone Company)" is used in this Section 7.2.8(C)(3) for determining the credits due under this Section 7.2.8(C)(3).

# Provisions expire December 31, 2014, unless sooner cancelled or changed.

(N)

(N)#

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<sup>\*\*</sup> The monthly recurring charge(s) (MRC(s)) for the individual Qualifying Service will consist of all applicable monthly recurring rate elements charged to that individual Qualifying Service.

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### **ACCESS SERVICE**

- 7. <u>Special Access Service</u> (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(N)#

- (C) On Time Provisioning (Cont'd)
- Only one credit under Section 7.2.8(C)(2) will be applied for an individual Qualifying Service, regardless of the number of missed Due Dates for that individual Qualifying Service. Only one credit under Section 7.2.8(C)(3) will be applied for an individual Qualifying Service, regardless of the number of missed Due Dates for that individual Qualifying Service.
- Qualifying Services will not be included in the performance measurements under this Section 7.2.8(C) and will not be eligible for credits under this Section 7.2.8(C), when any of the conditions set forth in Section 7.2.8(F) following exist.
- (D) Due Date Timeliness
  - (1) As used in this Section 7.2.8(D):

<u>Due Date</u> shall mean the confirmed Service Date (as defined in Section 2.6 preceding) provided by the Telephone Company to the customer. The Due Date is provided to the customer after the order has been verified for order accuracy, completion of ordering and design related forms and documents (including, by way of example, network design, configuration, and data gathering form(s), and ASRs), and, where the Telephone Company verifies availability of required facilities and components prior to provision of the Due Date to the customer, availability of required facilities and components.

<u>Customer Desired Due Date</u> shall mean the Due Date for an ASR requested by the customer on the ASR.

#### Measurement Date shall mean:

For DS1 Qualifying Services, the date that is nine (9) calendar days (excluding Saturdays, Sundays, and holidays observed by the Telephone Company)\* after the Customer Desired Due Date.

For DS3 Qualifying Services, the date that is twelve (12) calendar days (excluding Saturdays, Sundays, and holidays observed by the Telephone Company)\* after the Customer Desired Due Date.

#### ASR shall mean Access Service Request.

\* The phrase "calendar days (excluding Saturdays, Sundays, and holidays observed by the Telephone Company)" is used in this Section 7.2.8(D) to define the term "Measurement Date." The term "Measurement Date" is used in this Section 7.2.8(D) for performance measurements under this Section 7.2.8(D) and for determining the credits that are due under this Section 7.2.8(D), if any.

(N)#

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## ACCESS SERVICE

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7.	Special Access Service (Cont'd)	
7.2	Rate Categories, Applications, and Regulations (Cont'd)	
7.2.8	Optional National SLA Plan for Qualifying Services (Cont'd)	(N)#
(D)	Due Date Timeliness (Cont'd)	
(2)	This Section 7.2.8(D) shall not apply to, and measurements under this Section 7.2.8(D) shall not include, any of the following:	f
(a)	ASRs where there is a customer requested installation interval (Customer Desired Due Date) that is less than the Telephone Company's applicable minimum installation interval.	,
(b)	ASRs with negotiated intervals (for example, Special Projects). (Special Projects are service requests that exceed the line size and/or level of complexity that would allow the use of standard ordering and provisioning intervals and processes, and service requests requiring special handling.)	
(c)	ASRs for which under the Telephone Company's ordering systems or procedures the customer may not submit a Customer Desired Due Date (e.g., orders for which because of the number of lines ordered a negotiated interva applies).	
(d)	ASRs where facilities to provide the requested Qualifying Service(s) are not available.	
(e)	ASRs for which the Telephone Company constructs facilities.	
(f)	ASRs that are for activities other than a new installation of a Qualifying Service (e.g., adds to an existing service rearrangements, changes, moves, disconnects, or conversions from another class or type of service).	r
(g) (h)	ASRs for which the customer changes the Due Date after receiving the Due Date from the Telephone Company. ASRs that are canceled.	
(3)	This Section 7.2.8(D) shall apply for a given calendar month, for an eligible Service Category (DS1, DS3) only it the following conditions are met for that calendar month, for that eligible Service Category:	f
	<u>DS1 Service Category</u> : there are one (1) or more Qualifying Services ASRs measured under this Section 7.2.8(D) for the customer for the given calendar month.	
	DS3 Service Category: there are one (1) or more Qualifying Services ASRs measured under this Section 7.2.8(D) for the customer for the given calendar month.	1
(4)(a)	For each calendar month, for each eligible Service Category (DS1, DS3), the Telephone Company will determine the percentage of all of the ASRs for Qualifying Services completed during that month for the customer and the entities that control, are controlled by, or are under common control with, the customer, for which the Due Date	

was on or prior to the Measurement Date.

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#### **ACCESS SERVICE**

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7.	Special Access Service (Cont'd)			
7.2	Rate Categories, Applications, and Regulati	ions (Cont'd)		
7.2.8	Optional National SLA Plan for Qualifying S	<u>iervices</u> (Cont'd)	(N) <del>/</del>	#
(D)	Due Date Timeliness (Cont'd)			
(4)	(Cont'd)			
(b)	The thresholds in a calendar month are:			
	Service Category	Threshold		
	DS1	90.00% of ASRs with Due Dates on or prior to the Measurement Date		
	DS3	90.00% of ASRs with Due Dates on or prior to the Measurement Date		
	The Telephone Company will not round up to	reach the threshold.		

Subject to Section 7.2.8(G) following, if the performance for a Service Category (DS1 or DS3) for a calendar month is less than the threshold for that Service Category, then the following one-time credit will apply for each individual Qualifying Service requested under an ASR measured under that Service Category for which the Due

Date for the ASR was after the Measurement Date for that ASR due to Telephone Company reasons:

## <u>Credit</u> **Qualifying Service** DS1 or DS3

75% of one month of the MRC(s)\* billed to the customer for the individual Qualifying Service(s) requested under an ASR for which the Due Date for that ASR was after the Measurement Date for that ASR

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(N)# (N)

<sup>\*</sup> The monthly recurring charge(s) (MRC(s)) for the individual Qualifying Service(s) will consist of all applicable monthly recurring rate elements charged to those individual Qualifying Service(s).

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#### **ACCESS SERVICE**

- 7. Special Access Service (Cont'd)

  7.2 Rate Categories, Applications, and Regulations (Cont'd)

  7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

  (D) Due Date Timeliness (Cont'd)

  (5) Only one credit under Section 7.2.8(D) will be applied for an individual Qualifying Service.
- 7.2.8(G) following exist.

Restoration of Service Timeliness

(1) General

(6)

(E)

(a) This Section 7.2.8(E) applies to a customer-reported interruption of a Qualifying Service that is within the Telephone Company's network (outside plant or central office). A Qualifying Service is interrupted when it becomes unusable to the customer because of a failure of a facility component within the Telephone Company's network that is used to furnish service under this tariff.

When the customer reports a trouble described in the preceding paragraph to the Telephone Company, a trouble ticket is opened. Measurements under this Section 7.2.8(E) are based upon such trouble tickets and include both trouble tickets closed by the Telephone Company as "Found Trouble" (i.e., the Telephone Company found a trouble in the Telephone Company's network (e.g., CO or FAC)) and trouble tickets closed by the Telephone Company as "No Trouble Found" (i.e., the Telephone Company did not find a trouble in the Telephone Company's network, in the customer's equipment, facilities or network, or otherwise (e.g., NTF or CC)).

ASRs and Qualifying Services will not be included in the performance measurements under this Section 7.2.8(D)

and will not be eligible for credits under this Section 7.2.8(D), when any of the conditions set forth in Section

- (b) Time to Restore (TTR) is the Restored Date and Time (the trouble ticket closed time) minus the reported Date and Time (the trouble ticket start time) minus any stop clock time associated with hold, no access or suspend that was logged against the trouble ticket. Stop clock time includes, by way of example, the following times:
  - (i) Periods when customer testing is occurring.
  - (ii) Periods when the customer is working on its own Customer Premises Equipment (CPE) and has not yet released the Qualifying Service to the Telephone Company for maintenance, testing or repair.
  - (iii) Periods when the Telephone Company is awaiting customer authorization to commence work on the Qualifying Service.

(N)#

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(N)

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### **ACCESS SERVICE**

Special Access Service (Cont'd) 7. Rate Categories, Applications, and Regulations (Cont'd) 7.2 (N)#Optional National SLA Plan for Qualifying Services (Cont'd) 7.2.8 Restoration of Service Timeliness (Cont'd) (E) General (Cont'd) (1) (Cont'd) (b) Periods when the Telephone Company does not have access to premises or facilities necessary to diagnose, (iv) repair, or test a Qualifying Service. Periods following repair of a Qualifying Service when the ticket is held open by the customer to ensure the (v) trouble is resolved. Measurements under this Section 7.2.8(E) do not include any of the following: (c) Subsequent reports (i.e., additional customer inquiries while the trouble is pending). CPE troubles. (ii) Trouble found on the customer's side of the point of demarcation. (iii) Troubles closed due to customer action. (iv) Troubles repaired by the Telephone Company prior to receipt of a trouble report on that Qualifying Service. (v) Troubles resulting from OC3 or Higher Capacity Transport System\* failures. (vi) Troubles resulting from OC3 or Higher Interoffice Facility (IOF)\*\* failures of common equipment not specific to (vii) individual circuits. Trouble reports that are canceled by the customer. (viii) Troubles, trouble reports and trouble tickets that are not troubles, trouble reports and trouble tickets described in (ix) Section 7.2.8(E)(1)(a) preceding. Time To Restore (2)The thresholds for Time to Restore (TTR) are: (a) Threshold Qualifying Service 3.99 hours DS1 2.99 hours DS3 Subject to Section 7.2.8(H) following, the following one-time credit will apply for each individual Qualifying (b) Service that was the subject of a measured trouble ticket closed during the measured calendar month whose TTR exceeded the applicable threshold: Credit Qualifying Service \$ 160.00 DS1 \$1,000.00 DS3 \* "OC3 or Higher Capacity Transport System" means a transport system that has an OC3 capacity or a capacity that is higher than OC3. \*\* "OC3 or Higher Capacity Interoffice Facility (IOF)" means an interoffice facility (IOF) that has an OC3 capacity (N)# or a capacity that is higher than OC3. (N) # Provisions expire December 31, 2014, unless sooner cancelled or changed.

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was 18 hours or less.

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#### **ACCESS SERVICE**

Special Access Service (Cont'd) 7. Rate Categories, Applications, and Regulations (Cont'd) 7.2 (N)#Optional National SLA Plan for Qualifying Services (Cont'd) 7.2.8 Restoration of Service Timeliness (Cont'd) (E) Time To Restore (Cont'd) (2) Only one credit under this Section 7.2.8(E)(2) will be applied for a calendar month for an individual Qualifying (c) Service, regardless of the number of trouble tickets on that individual Qualifying Service or the duration of the trouble tickets. For any calendar month, the credits applied pursuant to this Section 7.2.8(E)(2) for an individual Qualifying Service may not exceed one month of the monthly recurring charges billed to the customer for that individual Qualifying Service for that calendar month. The monthly recurring charges for the individual Qualifying Service will consist of all applicable monthly recurring rate elements charged to that individual Qualifying Service. Long Duration Time To Restore (3) This Section 7.2.8(E)(3) shall apply for a given calendar month, for an eligible Service Category (DS1, DS3) only (a) if the following conditions are met for that calendar month, for that eligible Service Category: DS1 Service Category: there are one (1) or more Qualifying Services closed trouble tickets measured under this Section 7.2.8(E)(3) for the customer for the given calendar month. DS3 Service Category: there are one (1) or more Qualifying Services closed trouble tickets measured under this Section 7.2.8(E)(3) for the customer for the given calendar month. This metric measures for all measured trouble tickets closed in a calendar month for the customer and the (b) entities that control, are controlled by, or are under common control with, the customer, for each category of Qualifying Services (DS1, DS3) the percentage of measured trouble tickets for which the Time to Restore (TTR)

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(N)#

## **ACCESS SERVICE**

7.	Special Access Service (Cont'd)
7.2	Rate Categories, Applications, and Regulations (Cont'd)
7.2.8	Optional National SLA Plan for Qualifying Services (Cont'd)
(E)	Restoration of Service Timeliness (Cont'd)
(3)	Long Duration Time to Restore (Cont'd)
(c)	The thresholds in a calendar month are:
	Service Category         Threshold           DS1         90%           DS3         90%

The Telephone Company will not round up to reach the threshold.

(d) Subject to Section 7.2.8(H) following, if for a Service Category (DS1 or DS3) for a measured calendar month the percentage of measured trouble tickets for which the Time to Restore (TTR) was 18 hours or less is less than the threshold (90%), then the following one-time credit will apply for each individual Qualifying Service measured under that Service Category that was the subject of a measured trouble ticket closed during the measured calendar month whose TTR was greater than 18 hours:

Qualifying Service	<u>Credit</u>		
DS1	\$ 250.00		
DS3	\$1,000.00		

(e) Only one credit under this Section 7.2.8(E)(3) will be applied for a calendar month for an individual Qualifying Service, regardless of the number of trouble tickets on that individual Qualifying Service or the duration of the trouble tickets.

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#### **ACCESS SERVICE**

- 7. Special Access Service (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(N)#

- (E) Restoration of Service Timeliness (Cont'd)
  - (4) Extra Long Duration Time To Restore
    - (a) This metric measures combined total Time to Restore (TTR) for all measured trouble tickets associated with an individual Qualifying Service that are closed within a 30 calendar day period.
    - (b) Measurements under this metric will be performed as follows. For each measured trouble ticket associated with an individual Qualifying Service that was closed during a measured calendar month, the Telephone Company will determine the combined total Time to Restore for such measured trouble ticket and all other measured trouble tickets associated with the individual Qualifying Service that were closed within the 30 calendar day period ending on the date such measured trouble ticket was closed.

For instance, when calculating credits potentially due for the calendar month of August 2013, if measured trouble tickets associated with an individual Qualifying Service were closed on July 25, 2013, August 15, 2013, and August 19, 2013, the Telephone Company will perform measurements based on the measured trouble tickets closed on August 15, 2013, and August 19, 2013, as follows:

- (i) The Telephone Company will measure the combined total Time to Restore (TTR) for all measured trouble tickets associated with the individual Qualifying Service that are closed during the period from July 17, 2013, through August 15, 2013, (i.e., the combined total Time to Restore (TTR) for the measured trouble tickets associated with the individual Qualifying Service that were closed on July 25, 2013, and August 15, 2013); and,
- (ii) The Telephone Company will measure the combined total Time to Restore (TTR) for all measured trouble tickets associated with the individual Qualifying Service that are closed during the period from July 21, 2013, through August 19, 2013, (i.e., the combined total Time to Restore (TTR) for the measured trouble tickets associated with the individual Qualifying Service that were closed on July 25, 2013, August 15, 2013, and August 19, 2013).

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### **ACCESS SERVICE**

- 7. Special Access Service (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(N)#

- (E) Restoration of Service Timeliness (Cont'd)
  - (4) Extra Long Duration Time To Restore (Cont'd)
    - (c) Subject to Section 7.2.8(H) following, if the combined total Time to Restore (TTR) for all measured trouble tickets associated with an individual Qualifying Service that are closed within a 30 calendar day period is greater than 24 hours, the following one-time credit will apply for that individual Qualifying Service:

Qualifying Service	<u>Credit</u>
DS1	\$ 250.00
DS3	\$1,000.00

- (d) Only one credit under this Section 7.2.8(E)(4) will be applied for a calendar month for an individual Qualifying Service, regardless of the number of trouble tickets on that individual Qualifying Service or the duration of the trouble tickets.
- (5) A trouble ticket may be a basis for a credit under this Section 7.2.8(E) only once and only under one subsection of this Section 7.2.8(E) (i.e., under only one of subsection 7.2.8(E)(2), subsection 7.2.8 (E)(3) or subsection 7.2.8(E)(4)). Examples of the application of this rule follow:

Example 1: If for a given calendar month measurement period a trouble ticket is a basis for credits under Section 7.2.8(E), such trouble ticket will not be a basis for credits under Section 7.2.8(E)for any subsequent calendar month measurement period. For instance:

If in measurements performed for the July measurement period a trouble ticket is determined to be a basis
for credits under Section 7.2.8(E)(4), such trouble ticket will not be a basis for credits under Section
7.2.8(E)(4) for the August measurement period and will not be included in measurements for Section
7.2.8(E)(4) for the August measurement period.

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### **ACCESS SERVICE**

- 7. Special Access Service (Cont'd)
- 7.2 Rate Categories, Applications, and Regulations (Cont'd)
- 7.2.8 Optional National SLA Plan for Qualifying Services (Cont'd)

(N)#

- (E) Restoration of Service Timeliness (Cont'd)
  - (5) (Cont'd)

## Example 1 (Cont'd)

• If in measurements performed for the July measurement period a trouble ticket is determined to be a basis for credits under Section 7.2.8(E)(2), such trouble ticket will not be a basis for credits under Section 7.2.8(E)(4) for the August measurement period and will not be included in measurements for Section 7.2.8(E)(4) for the August measurement period.

Example 2: If for a given calendar month a trouble ticket potentially is a basis for credits under more than one subsection of this Section 7.2.8(E) (i.e., under more than one of subsection 7.2.8(E)(2), subsection 7.2.8(E)(3) or subsection 7.2.8(E)(4)), that trouble ticket will be a basis for credits only under one subsection, the subsection that provides the largest credit. For instance, if for a given calendar month a trouble ticket associated with an individual DS1 Qualifying Service potentially is a basis for a credit under subsection 7.2.8(E)(2) (a potential credit of \$160.00) and also is one of four trouble tickets associated with such individual DS1 Qualifying Service that potentially are the basis for a credit under subsection 7.2.8(E)(4) (a potential credit of \$250.00), that trouble ticket will be a basis for a credit only under subsection 7.2.8(E)(4).

- (6) The customer may receive a credit for a given calendar month for an individual Qualifying Service under only one subsection of this Section 7.2.8(E) (i.e., under only one of subsection 7.2.8(E)(2), subsection 7.2.8 (E)(3) or subsection 7.2.8(E)(4)). If for a given calendar month the customer potentially is eligible to receive credits for an individual Qualifying Service under two or more subsections of this Section 7.2.8(E) (for instance, under both subsection 7.2.8(E)(2) and subsection 7.2.8(E)(3)), the customer shall receive a credit under only one subsection of this Section 7.2.8(E), the subsection that provides the largest credit.
- (7) Qualifying Services will not be included in performance measurements under this Section 7.2.8(E) and will not be eligible for credits under this Section 7.2.8(E), when any of the conditions set forth in Section 7.2.8(H) following exist.

(N)#

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# **ACCESS SERVICE**

7.	Special Access Service (Cont'd)	
7.2	Rate Categories, Applications, and Regulations (Cont'd)	
7.2.8	Optional National SLA Plan for Qualifying Services (Cont'd)	(N)# 
(F)	When a Credit Allowance Does Not Apply—On Time Provisioning	
	This Section 7.2.8(F) applies to and supplements Section 7.2.8(C) preceding, On Time Provisioning. Service will not be included in performance measurements and credits will not apply, when:	es
(1)	Provision of service is delayed or prevented due to the acts or omissions of the customer or a party authorized the customer to use the service; or	у
(2)	Provision of service is delayed or prevented due to failures in power, equipment, service, or systems provided the customer or by persons other than the Telephone Company; or	y
(3)	The customer's premises is inaccessible; or	
(4)	The customer changes the order after receiving the confirmed Due Date from the Telephone Company; or	
(5)	The customer changes its interface requirements; or	
(6)	The customer is not ready to accept service; or	
(7)	Independent Telephone Companies are involved in the service installation; or	
(8)	Building facilities are not ready (includes space, cable support structures, building risers, and entrance facilities be provided by persons other than the Telephone Company); or	to
(9)	The customer orders termination beyond the Network Interface; or	
(10)	The installation requires special construction; or	(N)

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#### **ACCESS SERVICE**

7.	Special Access Service (Cont'd)	
7.2	Rate Categories, Applications, and Regulations (Cont'd)	
7.2.8	Optional National SLA Plan for Qualifying Services (Cont'd)	(N)#
(F)	When a Credit Allowance Does Not Apply—On Time Provisioning (Cont'd)	
(11)	The customer requests Specialized Service or Arrangements as set forth in Section 12 following or services for which rates were developed on an Individual Case Basis (ICB); or	
(12)	The order is for Service Rearrangements or Moves as described in Section 7.2.1(D)(3) and 7.2.1(D)(4) preceding, respectively; or	
(13)	Provision of service is delayed or prevented due to the Telephone Company's provision of Telecommunications Service Priority (TSP) System as described in Section 8.8 following; or	
(14)	A delay or failure in the provision of service is required, permitted or excused by this Tariff; or	
(15)	Provision of service is delayed or prevented due to acts of God or the public enemy, compliance with any law or any regulation or order of any governmental authority, acts of terrorism, war, rebellion, insurrection or sabotage or damage resulting therefrom, fires, floods, earthquakes, volcanic action, unusually severe weather, explosions, washouts, rules and regulations with regard to common carriers, accidents, epidemics, riots, strikes or other concerted acts of employees, whether direct or indirect, lockouts or other industrial disturbances, whether direct or indirect, worms, viruses or other contaminants that may cause damage to or disable software, computer or electronic systems, or any similar cause, or other causes beyond the Telephone Company's reasonable control.	

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#### **ACCESS SERVICE**

7.	Special Access Service (Cont'd)	
7.2	Rate Categories, Applications, and Regulations (Cont'd)	
7.2.8	Optional National SLA Plan for Qualifying Services (Cont'd)	(N)#  -
(G)	When a Credit Allowance Does Not Apply—Due Date Timeliness	
	This Section 7.2.8(G) applies to and supplements Section 7.2.8(D) preceding, Due Date Timeliness. Access Service Requests (ASRs) and services will not be included in performance measurements and credits will not apply, when:	
(1)	The Due Date provided by the Telephone Company to the customer is after the Measurement Date, due to the acts or omissions of the customer or a party authorized by the customer to use the service; or	
(2)	The Due Date provided by the Telephone Company to the customer is after the Measurement Date, due to failures in power, equipment, service, or systems provided by the customer or by persons other than the Telephone Company; or	
(3)	The Due Date provided by the Telephone Company to the customer is after the Measurement Date, because the customer's premises is inaccessible (e.g., the Due Date provided by the Telephone Company to the customer is after the Measurement Date because the Telephone Company was unable to access the customer's premises to determine whether facilities to provide the requested service(s) were available, which resulted in the completion date for the installation work being delayed until a date after the Measurement Date); or	
(4)	The customer changes the order (including, but not limited to, the Due Date) after receiving the Due Date from the Telephone Company; or	
(5)	The customer changes its interface requirements; or	
(6)	The customer is not ready to accept service; or	
(7)	Independent Telephone Companies are involved in the service installation; or	
(8)	Building facilities are not ready (includes space, cable support structures, building risers, and entrance facilities to be provided by persons other than the Telephone Company); or	
(9)	The customer orders termination beyond the Network Interface; or	
(10)	The installation requires special construction; or	(N)

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#### **ACCESS SERVICE**

Special Access Service (Cont'd) 7. Rate Categories, Applications, and Regulations (Cont'd) 7.2 (N)#Optional National SLA Plan for Qualifying Services (Cont'd) 7.2.8 When a Credit Allowance Does Not Apply—Due Date Timeliness (Cont'd) (G) The customer requests Specialized Service or Arrangements as set forth in Section 12 following or services for (11)which rates were developed on an individual case basis (ICB); or The order is for Service Rearrangements or Moves as described in Section 7.2.1(D)(3) and 7.2.1(D)(4) (12)preceding, respectively; or The Due Date provided by the Telephone Company to the customer is after the Measurement Date, due to the (13)Telephone Company's provision of Telecommunications Service Priority (TSP) System as described in Section 8.8 following; or (14)The Due Date provided by the Telephone Company to the customer is after the Measurement Date, and this is required, permitted or excused by this Tariff; or (15)The Due Date provided by the Telephone Company to the customer is after the Measurement Date, due to acts of God or the public enemy, compliance with any law or any regulation or order of any governmental authority, acts of terrorism, war, rebellion, insurrection or sabotage or damage resulting therefrom, fires, floods, earthquakes, volcanic action, unusually severe weather, explosions, washouts, rules and regulations with regard to common carriers, accidents, epidemics, riots, strikes or other concerted acts of employees, whether direct or indirect, lockouts or other industrial disturbances, whether direct or indirect, worms, viruses or other contaminants that may cause damage to or disable software, computer or electronic systems, or any similar cause, or other (N)#causes beyond the Telephone Company's reasonable control.

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#### **ACCESS SERVICE**

7.	Special Access Service (Cont'd)	
7.2	Rate Categories, Applications, and Regulations (Cont'd)	
7.2.8	Optional National SLA Plan for Qualifying Services (Cont'd)	(N)# 
(H)	When a Credit Allowance Does Not Apply—Restoration of Service Timeliness	
	This Section 7.2.8(H) applies to and supplements Section 7.2.8(E) preceding, Restoration of Service Timeliness. Services will not be included in performance measurements and credits will not apply:	
(1)	When the customer fails to report the interruption to the Telephone Company; or	
(2)	When the interruption was caused by the act or omission of the customer or a party authorized by the customer to use the service; or	
(3)	When the interruption was due to the failure of power, equipment, service, or systems provided by the customer or persons other than the Telephone Company; or	
(4)	For any period in which the Telephone Company is not afforded access to the premises where the service is terminated; or	
(5)	When the customer has released the service to the Telephone Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service, during the time that was negotiated with the customer prior to the release of that service (thereafter, a credit allowance as set forth in this Section 7.2.8 applies); or	
(6)	For any period of scheduled maintenance or scheduled downtime where the customer has received prior notification from the Telephone Company; or	
(7)	When interruptions occur or continue because of the failure of the customer to authorize the replacement of any element of special construction; or	 (N)#

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(N)

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#### **ACCESS SERVICE**

7.	Special Access Service (Cont'd)	
7.2	Rate Categories, Applications, and Regulations (Cont'd)	
7.2.8	Optional National SLA Plan for Qualifying Services (Cont'd)	(N)#
(H)	When a Credit Allowance Does Not Apply—Restoration of Service Timeliness (Cont'd)	
(8)	For periods when the customer elects not to release the service for testing and/or repair; or	
(9)	For periods of temporary discontinuance as set forth in Section 2.2.1(B) preceding; or	
(10)	During periods of interruption as set forth in Section 8.3 following; or	
(11)	When an interruption is required, permitted or excused by this Tariff; or	
(12)	For interruptions, failures or delays due to acts of God or the public enemy, compliance with any law or any regulation or order of any governmental authority, acts of terrorism, war, rebellion, insurrection or sabotage or damage resulting therefrom, fires, floods, earthquakes, volcanic action, unusually severe weather, explosions, washouts, rules and regulations with regard to common carriers, accidents, epidemics, riots, strikes or other concerted acts of employees, whether direct or indirect, lockouts or other industrial disturbances, whether direct or indirect, worms, viruses or other contaminants that may cause damage to or disable software, computer or electronic systems, or any similar cause, or other causes beyond the Telephone Company's reasonable control; or	
(13)	For an interruption, or a group of interruptions resulting from a common cause, for amounts less than one dollar; or	
(14)	For any interruption of LAN Extension Service as described in Section 7.14 following.	 (N)#

## **EXHIBIT 28**

Verizon Transmittal No. 1016, Description Letter (May 15, 2009)

TARIFF F.C.C. NO. 1
CONTRACT TARIFF OPTION 57

TARIFF F.C.C. NO. 11
CONTRACT TARIFF OPTION 55

TARIFF F.C.C. NO. 14
CONTRACT TARIFF OPTION 29

**DESCRIPTION** 

TRANSMITTAL NO. 1016

MAY 15, 2009

#### **DESCRIPTION**

The Verizon Telephone Companies (Verizon) are submitting tariff pages to introduce a new Contract Tariff Option ("Option") in its Tariffs F.C.C. Nos. 1, 11 and 14. With this Option, the customer can receive Quarterly Billing Credits and other benefits when the customer maintains certain billed volumes of Special Access Qualifying Services that are included in this new Option, and meets other criteria as specified in the attached tariff pages.

This new Option is filed pursuant to the Pricing Flexibility relief granted to Verizon in certain qualifying Metropolitan Statistical Areas ("MSAs").<sup>1</sup> The new Option is introduced as Contract Tariff Option 57 in Tariff F.C.C. No. 1, Contract Tariff Option 55 in Tariff F.C.C. No. 11, and Contract Tariff Option 29 in Tariff F.C.C. No. 14.

With this new Option, Qualifying Service unit volumes ("Watermarks") are aggregated across Tariffs F.C.C. Nos. 1, 11, 14 and 16, however no Quarterly Billing Credits or other benefits of this new Option shall be provided or due with respect to Qualifying Services purchased under Tariff F.C.C. No. 16. Quarterly Billing credits will be applied only to the Qualifying Services which are located in MSAs that have achieved Phase I or Phase II pricing flexibility.

For each Qualifying Service type, the customer will receive Quarterly Billing Credits in an amount equal to the billed revenue for that Qualifying Service for the applicable Quarter <a href="minus">minus</a> the revenues derived from the Flat Rate pricing for the number of billed units for that Qualifying Service for the same Quarter (as further described in the attached tariff pages). The customer is also eligible for a One-Time Credit upon subscription to this new Option.

<sup>&</sup>lt;sup>1</sup> Memorandum Opinion and Order, In the Matter of Verizon Petitions for Pricing Flexibility for Special Access and Dedicated Transport Services, CCB/CPD Nos. 00-24, 00-28 (DA 01-663) released March 14, 2001, CCB/CPD File No. 01-27 (DS 02-706) released March 22, 2002, and WCB/Pricing No. 02-33 (DA 03-1024) released March 31, 2003.

All Quarterly Billing Credits are determined and calculated in accordance with the requirements specified in the attached tariff pages.

A complete description of the terms and conditions of this new Contract Option is included in the attached tariff pages.

## **EXHIBIT 29**

Verizon Transmittal No. 1261, Description Letter (Feb. 12, 2014)

TARIFF FCC NO. 1

CONTRACT TARIFF OPTION 65

TARIFF FCC NO. 11

CONTRACT TARIFF OPTION 65

TARIFF FCC NO. 14

CONTRACT TARIFF OPTION 34

#### **DESCRIPTION**

TRANSMITTAL NO. 1261
February 12, 2014

#### **DESCRIPTION**

The Verizon Telephone Companies ("Verizon") are submitting tariff pages to introduce a new Contract Tariff Option ("Contract Option") in Tariff FCC Nos. 1, 11 and 14. With this Contract Option, the customer can receive billing credits on certain access services when the customer satisfies certain eligibility requirements and other conditions as further described in the attached tariff pages.

This new Contract Option is filed pursuant to the Pricing Flexibility relief granted to Verizon in certain qualifying Metropolitan Statistical Areas ("MSAs").<sup>1</sup> The new Contract Option is introduced as Contract Tariff Option 65 in Tariff F.C.C No. 1, Option 65 in Tariff FCC No. 11, and Option 34 in Tariff F.C.C No. 14.

A complete description of the terms and conditions of this new Contract Option is included in the attached tariff pages.

<sup>&</sup>lt;sup>1</sup> Memorandum Opinion and Order, In the Matter of Verizon Petitions for Pricing Flexibility for Special Access and Dedicated Transport Services, CCB/CPD Nos. 00-24, 00-28 (DA 01-663) released March 14, 2001, CCB/CPD File No. 01-27 (DA 02-706) released March 22, 2002, WCB/Pricing No. 02-33 (DA 03-1024) released March 31, 2003, WCB/Pricing No. 04-01 (DA 04-1338) and WCB/Pricing File No. 05-11 (DA 05-1505).

## **PUBLIC VERSION**

## **CONFIDENTIAL EXHIBIT 30**

CenturyLink Verizon Timelines

CONFIDENTIAL Ex. 30 - CenturyLink Verizon Timeline.xlsx

(Excel file provided in native format on DVD)

# CONFIDENTIAL MATERIAL OMITTED

### **PUBLIC VERSION**

## **CONFIDENTIAL EXHIBIT 31**

Dispute Category 1 - Miscalculating Equivalents for DS3 CLF Units (updated)

CONFIDENTIAL Ex. 31 - Dispute Category 1 - Miscalculating Equivalents for DS3 CLF Units (updated).xlsx

(Excel "Summary" sheet provided in hard copy herein; "Summary" and "Detail" sheets provided in native format on DVD)

# CONFIDENTIAL MATERIAL OMITTED